



Canada Border  
Services Agency

Agence des services  
frontaliers du Canada

Contract # 2019000924

**Purchasing Office — Bureau des Achats:**  
Canada Border Services Agency  
355 North River Road 17th Floor  
Ottawa, ON K1A 0L8

Agence des services frontaliers du Canada  
355 rue North River, 17ième étage  
Ottawa, ON K1A 0L8

**Title — Sujet:**  
Professional Services for Canada Border Services  
Agency (CBSA) Immigration Detention Projects –  
Business Consultant

**Contract No. — No du contract:**  
  
2019000924

**Contract — Contrat**

Your proposal is accepted to sell to Her Majesty the Queen, in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and/or services, or construction listed herein and on any attached sheets at the price or prices set out thereof.

Nous acceptons votre proposition de vendre à sa Majesté la Reine du Chef du Canada, aux conditions énoncées ou incluses par référence dans les présentes, et aux annexes ci-jointes, les biens, et/ou les services ou la construction énumérés dans les présentes, et sur toute feuille ci-annexée, au(s) prix indiqué(s).

**D.D.P. — D.D.P.:**  
**Destination of Goods, Services, And Construction —**  
**Destination des biens, services et construction**

See herein — voir aux présentes

**Invoices to be sent to — Factures Envoyer à :**

See herein — voir aux présentes

**The Vendor/Firm hereby accepts/acknowledges this contract — Le fournisseur/entrepreneur accepte/accuse réception du présent contrat :**

  
Signature  
JULY 9, 2018  
Date

**Name, title of person authorized to sign (type or print)**  
**Nom et titre du signataire autorisé (caractère d'impression)**  
DAN MOORCROFT, PRESIDENT/ CEO

**Vendor / Firm Name and Address —**  
**Raison sociale et adresse du fournisseur/de l'entrepreneur :**

QMR Staffing Solutions Incorporated  
75 Albert St.  
Ottawa, Ontario, K1P 5E7

**Contracting Authority — Autorité contractante :**  
Sophon Proulx

**Telephone No. — No de**  
**telephone:**  
(613) 608-9546  
**Fax No. — No de**  
**télécopieur :**  
(343) 291-5722

**E-Mail Address — Courriel:**  
Sophon.Proulx@cbsa-asfc.gc.ca

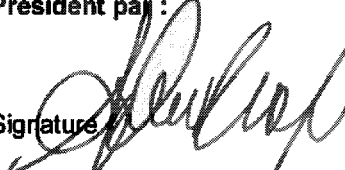
**Total Estimated Cost**  
**(HST incl.) /Coût total**  
**estimatif (TVH incl.):**

\$ 99,157.50

**Currency Type —**  
**Genre de devise :**

CAD

**Signed for the President by — Signé pour le**  
**Président par :**

  
Signature  
Date July 9/18

**Name and Position Title — Nom et Titre du poste**

Sophon Proulx, Special Projects Team Leader  
Strategic Procurement and Contracting Operations  
Comptrollership Branch  
Canada Border Services Agency



## CONTRACT CLAUSES

The following clauses and conditions apply to and form part of the contract issued against the ProServices Supply Arrangements, PWGSC File No. E60ZT-180024 to E60ZT-180029. All terms and conditions of the ProServices Supply Arrangements apply.

### 1. Security Requirement

The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract:

The Supplier must, at all times during the performance of the Supply Arrangement hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC). The Supply Arrangement Authority may verify the Supplier's security clearance with CISD of PWGSC at any time during the period of the Supply Arrangement.

2.2 The Supplier personnel requiring access to sensitive work site(s) must each hold a valid Reliability Status, granted or approved by CISD/PWGSC.

2.3 Subcontracts which contain security requirements are not to be awarded without the prior written permission of CISD/PWGSC.

2.4 The Supplier must comply with the provisions of the:

- a. Security Requirements Check List (SRCL)
- b. Industrial Security Manual (Latest Edition)

2.5 The requirements to be procured under this Supply Arrangement are subject to the requirements in the Security Requirement Check Lists (SRCL's) identified in each individual bid solicitation. Each bid solicitation will identify the SRCL that will apply to any resulting contract.

Note to suppliers: In the case of Joint Ventures (JV), the level of corporate security attainable through CISD of PWGSC for the Joint Venture entity is the level in common that is held by all members of the JV. For example: a Joint Venture with five (5) members is comprised of four members holding a valid Facility Security Clearance (FSC) at the Secret level and one member holding a valid Designated Organization Screening (DOS). The highest corporate security level for which the Joint Venture would be considered under this SA framework would be DOS, until such time as the member holding a valid DOS clearance has requested sponsorship via the Supply Arrangement Authority and obtained a valid FSC at the secret level issued by CISD.

### Additional Security Requirements:

The CBSA, will conduct its own personnel Reliability Status assessment of the Contractor (specifically the Contractor personnel), which is allowed under the Treasury Board Secretariat of Canada's (TBS) "Security and Contracting Management Standard" and the Policy on Government Security – Personnel Security Standard. Reliability Status assessment conducted by the CBSA will include a credit check. If the Contractor (specifically the Contractor personnel), has already been screened under the TBS Policy on Government Security – Personnel Security Standard, the Contractor (specifically the Contractor personnel), will still undergo a security screening process to be conducted by the CBSA.

The credit check and fingerprinting\*, if required, will be performed by an authorized security official with the CBSA's "Personnel Security Screening Section" (PSSS), which is independent of the Public Services and Procurement Canada's (PSPC), "Canadian and International Industrial Security Directorate" (CIISD). Until the credit check, fingerprinting\* (if required) and all other security screening processes required have been completed and the Contractor (specifically the Contractor personnel) is deemed suitable by the CBSA, the Contractor (specifically the Contractor personnel) will not be permitted access to Protected / Classified information or assets, and further, will not be permitted to enter sites where such information or assets are kept.



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\*Fees are applicable. Fingerprinting, if required, will be at the Contractor's cost.

## 2. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work in Annex A.

## 3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada.

### General Conditions

2010B General Conditions - Professional Services (Medium Complexity), apply to and form part of the Contract.

### Supplemental General Conditions

4007 Canada to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

### SACC Manual Clauses

A9126C Non-Disclosure Agreement, apply to and form part of the Contract.

## 4. Term of Contract

### Period of the Contract

The work is to be performed during the period of 2018-07-09 to 2018-12-31.

## 5. Authorities

### Contracting Authority

The Contracting Authority for the Contract is:

Name : Sophon Proulx

Telephone : 613 608-9546

E-mail address : [Sophon.Proulx@cbsa-asfc.gc.ca](mailto:Sophon.Proulx@cbsa-asfc.gc.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

### Project Authority

The Project Authority for the Contract is :

Name : Leah Campbell

Telephone : 613 952-1921

E-mail address : [Leah.Campbell@cbsa-asfc.gc.ca](mailto:Leah.Campbell@cbsa-asfc.gc.ca)

### Contractor's Representative

Name :

Telephone :



E-mail address :

## 6. Payment

### Basis of Payment - Firm per diem rates

The Contractor will be paid the firm per diem rates as determined in the Basis of Payment in Annex B, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

Estimated Cost : \$87,750.00

### Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed \$ 87,750.00. Customs duties are included and Applicable Taxes are extra. No increase in the total liability of Canada or in the price of the Work resulting from an design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum :

- a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the work.
- whichever comes first.

If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

## 7. Method of Payment - Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if :

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the
- invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the work performed has been accepted by Canada.

## 8. Invoicing Instructions

## 9. Certifications – Compliance

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contract does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

Invoices must be distributed as follows:

- a. The electronic original must be forwarded to the following address for certification and payment.

By email: [vendors-fournisseurs@cbsa-asfc.gc.ca](mailto:vendors-fournisseurs@cbsa-asfc.gc.ca)



- b. One (1) electronic copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

#### SACC Manual Clauses

A3060C (2008-05-12), Canadian Content Certification

#### 10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

#### 11. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any documents that subsequently appears on the list.

- a. the Articles of Agreement;
- b. the Supplemental General Conditions;
- c. 4007 ((2010-08-16)), Canada to Own Intellectual Property Rights in Foreground Information;
- d. the General Conditions 2010B (2016-04-04) - Professional Services (Medium Complexity);
- e. Annex A - Statement of Work;
- f. Annex B - Basis of Payment;
- g. Annex C - Security Requirements Check List;
- h. the Contractor's bid.

#### 12. Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

#### 13. Intellectual Property Infringement and Royalties

- a. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
- b. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada must have regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
- c. The Contractor has no obligation regarding claims that were only made because :
  - i. Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or



ii. Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the Manufacturer's specifications); or  
iii. the Contractor used equipment drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or  
iv. the Contractor used a specific item of equipment or software that it obtained because of specific instruction from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "QMR acknowledge that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, QMR, if requested to do so by either Claude Caron or Canada, will defend both Claude Caron and Canada against that claim at its own expense and will pay at all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.  
d. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following :  
i. take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or  
ii. modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or  
iii. take back the Work and refund any part of the Contract Price that Canada has already paid.  
If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c) or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

#### 14. No Responsibility to Pay for Work not performed due to Closure of Government Offices

Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure. If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

#### 15. Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

#### 16. Replacement of Specific Individuals

a. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.  
b. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide :



- i. the name, qualifications and experience of the proposed replacement; and
- ii. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- c. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

#### 17. Ownership

- a. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
- b. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
- c. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
- d. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

#### 18. Identification Protocol Responsibilities

The Contractor will be responsible for ensuring that any of its resources, representatives or subcontractors complies with the following self-identification requirements :

- a. Contractors who attend a Government of Canada meeting (whether internal or external to Canada's offices) must identify if they are a Contractor prior to the commencement of the meeting, to ensure that each meeting participant is aware of the fact that the individual is not a Government of Canada employee;
- b. During the performance of any Work at a Government of Canada site, the Contractor must be clearly identified at all times as being a Contractor; and
- c. If a Contractor requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as a Contractor in all electronic mail including the signature block as well as under "Properties". This identification protocol must also be used in all other correspondence, communication, and documentation;
- d. If Canada determines that the Contractor are in breach of any obligation stated in this clause, upon written notice from Canada the Contractor must submit a written action plan describing the corrective measures it will implement to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Client or the Contracting Authority, and twenty working days to rectify the underlying problem; and
- e. In addition to any other rights it has under the Contract, Canada may terminate the Contract for default if the corrective measures required of the Contractor described above are not met.



## **ANNEX A – Statement of Work**

**TITLE:** Professional Services for Canada Border Services Agency (CBSA) Immigration Detention Projects

**BACKGROUND:** The Enforcement and Intelligence Programs Directorate (EIPD) – Detention Transformation & Program Management Division is responsible for the management of the national immigration detention program. The division ensures ongoing program integrity and improvement through sound functional direction, the pursuit of consistent national program delivery, policy renewal and program innovation.

Under the Immigration and Refugee Protection Act (IRPA), the CBSA is the sole federal accountable immigration detention authority and as such is responsible for the care and control of immigration detainees. The selective use of detention is a key part of the CBSA's overall immigration enforcement mandate to protect Canada from public safety and security risks; to prevent human smuggling and trafficking; ensure compliance with the refugee determination system and to respond appropriately when evidence to the contrary is present.

In August 2016, the Minister of Public Safety and Emergency Preparedness Canada, announced an investment of up to \$138M over 5 years to transform the immigration detention program in Canada. The National Immigration Framework sets out various initiatives that will contribute to the delivery of a sustainable program over the long term, and the humane and dignified treatment of immigration detainees, in a manner that is commensurate with their risk. The NIDF is delivered under 4 pillars; Transparency, Partnerships, Alternatives to Detention and Medical and Mental Health Services, which are supported by solid infrastructure renewal investments and core policy and program review functions. Within the program review function, the CBSA has been analyzing the current immigration detention environment, seeking to make transformational changes to way in which populations are managed in accordance with domestic and international standards. This includes an analysis of its current service delivery model for security guard services, who are contracted to provide care and control of CBSA's immigration population who are detained in a CBSA Immigration Holding Centre. The analysis also seeks to explore other potential service models to confirm an appropriate way forward for the CBSA, that is sustainable and in line with overall program outcomes.

The CBSA currently uses contracted guard services at its three Immigration Holding Centres (IHCs); in Toronto, Laval and Vancouver, to provide care and control of its detained clients, as well as in other regions to provide transportation services for its clients. Furthermore, contracted guard services are used to confirm the departure of persons from Canada, who are both detained and released under the Immigration and Refugee Protection Act (IRPA).

At present there are contracts in place to provide guard services in 5 CBSA regions; Southern Ontario region, Greater Toronto Area region, Quebec region, Prairie Region and Pacific region. There are approximately 350-400 contracted security guards on strength across the country, with an estimated annual national contract value of approximately \$23M-25M. These contracts will expire in 2020. In 2014 a decision was made by CBSA's National Detention Strategy Steering Committee to proceed with one national guard contract for the management of detainees in IHCs commencing in 2020, that would see a potential cost savings for the Agency and would align efforts to revitalize CBSA IHCs to ensure nationally consistent program delivery and management.

The bi-annual renewal of regional contracts has positioned the CBSA's procurement resources in a labor intensive contracting cycle. Also adding to this, market forces have increased the cost of these services on an annual basis (10-44%) with each contract negotiation. Further work on the CBSA's NIDF has identified discrepancies in the requirements and management of guard services contracts across the country. An examination of the model to use guards within the IHCs was undertaken in 2017, with the objective of confirming standards, numbers of guards and functions within each facility and to develop risk mitigation measures to see an overall reduction in the number of resources required to manage the operation. The initial assessment (done in conjunction with the regions) identified areas for improvement and raised issues that need further risk management attention. An initial articulation of options for future staffing



models for the IHCs was presented for information to the CBSA Implementation Board, a senior level executive committee of Vice Presidents, with a commitment to undertake a fulsome analysis for presentation in summer 2018.

In order to assess the articulated options further, preliminary work began by examining three different business models within the IHC for consideration: 1) Staffing IHC facilities with contracted guards; 2) Staffing IHC facilities with CBSA employees; and 3) a hybrid of contracted guards and CBSA employees. However, further examination is required to assess the options, including the impacts that the National Immigration Detention Framework may have on the detention landscape at Immigration Holding Centres, and the overall costs to manage these requirements ongoing, where budget pressures exist. The management of CBSA Immigration Holding Centres is an ongoing essential service. As a result, the CBSA will perpetually have a requirement for the provision of security guards within its facilities. In order to ensure fulsome sustainability of a model moving forward, the CBSA has sought incremental funding to manage its operation.

#### SCOPE:

The CBSA requires a professional resource (herein referred to as "the Contractor"), on an as and when requested basis for an estimated maximum of 400 hours, to undertake the development of a business case related to the provision of guarding within the detention program, including an overall assessment of the sustainability of the detention program into the future, and any associated funding pressures. This business case will endeavor to:

- a) support the use of appropriate security resources (via in- or out-sourcing), dependent upon an initial environmental analysis; and
- b) provide a financial sustainability model to support the management of the Detention Program into the future.

#### TASKS :

The Contractor must design, develop and draft a business case for presentation to Central Agencies, containing two streams of analyses:

- a. Viable guard services models
- b. Detention Program financial sustainability model. The development and finalization of the business case includes, but is not limited to the following tasks:
  - Planning and coordinating financial management activities including financial estimates and business requirements;
  - Evaluating financial management procedures;
  - Conducting cost benefit analysis and life cycle costing;
  - Developing models to carry out cost analysis of the resources required to perform specific functions;
  - Performing risk analysis;
  - Determining the resources required for implementation of projects such as acquisition costs, operation and maintenance costs and both recurring and non-recurring costs;
  - Assisting in developing costs for specific activities such as: direct project costs, project support overhead, corporate and administrative (C&A) overhead, costs of products and services, and other related costs;
  - Identifying an organization's financial and non-financial objectives so as to improve its performance, determining whether those objectives are being effectively achieved;
  - Performing environmental scans and providing comparisons against other comparable service models (e.g. CATSA);
  - Reviewing program assumptions for resource allocations;
  - Providing options for all sources of services;
  - Developing and modifying business cases and financial plans for the future.
  - Develop options and recommendations for a service delivery model
  - Draft and finalize business case for presentation to senior management and central agencies, inclusive of costing models.



**WORK LOCATION:**

Work will be primarily completed independently at the Senior Consultant's office and the work may include participating in meetings, interviews and discussions in buildings within the NCR or by teleconference with staff outside the NCR from CBSA, Central Agencies, other Government Organizations and stakeholders as determined by the technical authority.

**LANGUAGE:**

The contractor must be fluent in both official languages.

**CLIENT SUPPORT:**

The Contractor will be provided with a CBSA user ID, password, workstation or laptop, email address, and other materials (supporting documentation) as required in order to process, store, and/or transmit CBSA data on the CBSA network during the contract.

The use of Contractor IT systems is permitted where it does not involve producing or storing of protected information. Any information that is protected in nature will be produced and stored on CBSA premises, in accordance with appropriate security provisions and standards.

**CONSTRAINTS:**

At no time and in no way is CBSA data to be removed from CBSA sites, nor will access to or from the contractor's own IT systems to CBSA data be permitted. The Contractor must comply with CBSA internal security policies, directives, standards, and guidelines at all times during the contract.

**DELIVERABLES:**

The Contractor must provide the following deliverables:

- Business case, along with supporting briefing decks, including, but not limited to, the following:
  - o Cost-benefit analysis for each of the options identified;
  - o Cost estimates based upon known data and business assumptions;
  - o Timeframe of the cost-benefit analysis based on the expected life cycle of the initiative, i.e. from when costs begin to be incurred to when the benefits are expected to be achieved;
  - o Critical paths / project schedules.

All deliverables are to be presented/delivered in English using Microsoft Word, PowerPoint, Excel or Project formats.



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**Contract # 2019000924**

**Annex B - Basis of Payment**

**Contract Period: July 9, 2018 – December 31, 2018**

<b>Category</b>	<b>Level of Expertise</b>	<b>Estimated Level of Effort (days)</b>	<b>Number of Resource</b>	<b>Per diem Rate</b>	<b>Total</b>
<b>Stream 3. Business Consultant</b>	<b>Senior</b>				<b>\$87,750.00</b>
					<b>Taxes</b>
					<b>\$11,407.50</b>
					<b>Total</b>
					<b>\$99,157.50</b>

For the purpose of this contract, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the all-inclusive fixed daily rate must be prorated reflect the actual time worked.



**Canada Border  
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**ANNEX C - Security Requirement**

**(See separate attachment)**

Canada Border  
Services AgencyAgence des services  
frontaliers du Canada

Contract no. 2019001189

Purchasing Office — Bureau des Achats :  
Canada Border Services Agency  
355 North River Road  
Ottawa, ON K1A 0L8  
Agence des services frontaliers du Canada  
355 Rue Rivière Nord, 8ième étage  
Ottawa, ON K1A 0L8

Title — Sujet:  
ProServices - Human Resources Consultant Level 3

Contract No. — No du contrat:  
2019001189

**Contract — Contrat**

You are requested to sell to Her Majesty the Queen, in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price or prices set out thereof.

Nous vous demandons de vendre à sa Majesté la Reine du Chef du Canada, aux conditions énoncées ou incluses par référence dans les présentes, et aux annexes ci-jointes, les biens, services et construction énumérés dans les présentes, et sur toute feuille ci-annexée, au(s) prix indiqué(s).

The Vendor/Firm hereby accepts/acknowledges this contract — Le fournisseur/entrepreneur accepte/accuse réception du présent contrat :

*JOSEE MAILLET, SR. ACCOUNT EXEC.*

*J. Maillet*  
Signature

*Aug. 21/18*  
Date

Name, title of person authorized to sign (type or print) —  
Nom et titre du signataire autorisé (caractère  
d'impression)

Contracting Authority — Autorité contractante :  
Jordan Komery

Telephone No. — No de  
telephone:

(343) 291-5715

Fax No. — No de  
télécopieur :

E-Mail Address — Courriel:

Jordan.komery@cbsa-asfc.gc.ca

Total Estimated Cost (HST  
incl.) / Coût total estimatif  
(TVH incl.):

\$105,895.13

Currency Type -  
Genre de devise :

CAD

Vendor / Firm Name and Address  
Raison sociale et adresse du fournisseur/de  
l'entrepreneur :

Altis Human Resources (Ottawa) Inc.  
102 Bank Street, Suite 302  
Ottawa, Ontario K1P 5N4

Signed for the President by — Signé pour le Président  
par :

*Jordan Komery*  
Signature

Date

Name and Position Title — Nom et Titre du poste

Jordan Komery  
Contracting Officer, Strategic and National Procurement Unit  
SPMMD, Canada Border Services Agency

Canada Border  
Services AgencyAgence des services  
frontaliers du Canada

Contract no. 2019001189

**Purchasing Office — Bureau des Achats :**

Canada Border Services Agency  
355 North River Road  
Ottawa, ON K1A 0L8  
Agence des services frontaliers du Canada  
355 Rue Rivière Nord, 8ième étage  
Ottawa, ON K1A 0L8

**Title — Sujet:**

ProServices - Human Resources Consultant Level 3

**Contract No. — No du contrat:**

2019001189

**Contract — Contrat**

You are requested to sell to Her Majesty the Queen, in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price or prices set out thereof.

Nous vous demandons de vendre à sa Majesté la Reine du Chef du Canada, aux conditions énoncées ou incluses par référence dans les présentes, et aux annexes ci-jointes, les biens, services et construction énumérés dans les présentes, et sur toute feuille ci-annexée, au(s) prix indiqué(s).

**D.D.P. — D.D.P.:**

Destination of Goods, Services, And Construction —

Destination des biens, services et construction

See herein — voir aux présentes

**Invoices to be sent to — Factures Envoyer à :**[vendors-fournisseurs@cbsa-asfc.gc.ca](mailto:vendors-fournisseurs@cbsa-asfc.gc.ca)

**The Vendor/Firm hereby accepts/acknowledges this contract — Le fournisseur/entrepreneur accepte/accuse réception du présent contrat :**

Signature

Date

**Name, title of person authorized to sign (type or print) — Nom et titre du signataire autorisé (caractère d'impression)**

**Contracting Authority — Autorité contractante :**

Jordan Komery

**Telephone No. — No de telephone:**

(343) 291-5715

**Fax No. — No de télécopieur :****E-Mail Address — Courriel:**[Jordan.komery@cbsa-asfc.gc.ca](mailto:Jordan.komery@cbsa-asfc.gc.ca)**Total Estimated Cost (HST incl.) / Coût total estimatif (TVH incl.):**

\$105,895.13

**Currency Type - Genre de devise :**

CAD

**Vendor / Firm Name and Address  
Raison sociale et adresse du fournisseur/de l'entrepreneur :**

Altis Human Resources (Ottawa) Inc.  
102 Bank Street, Suite 302  
Ottawa, Ontario K1P 5N4

**Signed for the President by — Signé pour le Président par :**

  
Signature

Date

**Name and Position Title — Nom et Titre du poste**

Jordan Komery  
Contracting Officer, Strategic and National Procurement Unit  
SPMMD, Canada Border Services Agency



## CONTRACT CLAUSES

### 1.0 Security Requirements

The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract:

1. The Contractor must, at all times during the performance of the Contract, hold a valid **Designated Organization Screening (DOS)** with approved Document Safeguarding at the level of **PROTECTED B**, issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.
2. The Contractor personnel requiring access to **PROTECTED** information, assets or work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
3. The Contractor **MUST NOT** utilize its Information Technology systems to electronically process, produce or store **PROTECTED** information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed up to the level of **PROTECTED B**, including an IT Link up to the level of **PROTECTED B**.
4. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor must comply with the provisions of the:
  - a. Security Requirements Check List and security guide (if applicable), attached at Annex C;
  - b. *Industrial Security Manual* (Latest Edition).

#### 1.1 Contractor's Site(s) or Premises Requiring Safeguarding Measures

The Contractor must diligently maintain up-to-date, the information related to the Contractor's site(s) or premises, where safeguarding measures are required in the performance of the Work, for the following address(es):

Street Number / Street Name, Unit / Suite / Apartment Number  
City, Province, Territory / State  
Postal Code / Zip Code  
Country

The Company Security Officer (CSO) must ensure through the Industrial Security Program (ISP) that the Contractor and individuals hold a valid security clearance at the required level of document safeguarding capability.

#### ADDITIONAL SECURITY REQUIREMENT:

The CBSA, will conduct its own personnel Reliability Status assessment of the Contractor (specifically the Contractor personnel), which is allowed under the Treasury Board Secretariat of Canada's (TBS) "Security and Contracting Management Standard" and the Policy on Government Security – Personnel Security Standard. Reliability Status assessment conducted by the CBSA will include a credit check.

If the Contractor (specifically the Contractor personnel), has already been screened under the TBS Policy on Government Security - Personnel Security Standard, the Contractor (specifically the Contractor personnel), will still undergo a security screening process to be conducted by the CBSA.

The credit check and fingerprinting\* will be performed by an authorized security official with the CBSA's "Personnel Security Screening Section" (PSSS), which is independent of the Public Services and Procurement Canada's (PSPC), "Canadian and International Industrial Security Directorate" (CIISD).

Until the credit check, fingerprinting\* (if required) and all other security screening processes required have been completed and the Contractor (specifically the Contractor personnel) is deemed suitable by the CBSA, the Contractor (specifically the Contractor personnel) will not be permitted access to



Protected I Classified information or assets, and further, will not be permitted to enter sites where such information or assets are kept.

In the event the recommended Contractor (specifically the Contractor personnel) does not pass the security screening process required by the CBSA, the said Contractor's proposal will be considered non-responsive and the next ranked bidder will be contacted. If only one bid was obtained and the proposed bidder does not meet the security requirement, then, the contracting officer will determine the next steps in order to ensure all requirements are met.

***\*Fees are applicable. Fingerprinting will be at the Contractor's cost.***

***\*\* Contractor and its personnel can include in some instances landlords, property management employees and principles of companies when the latter have access to the premises where the CBSA designated or classified information assets are kept.***

## 2.0 Statement of Work

This Contract is being issued for the requirement of Professional Services Human Resources Consultant for the Canada Border Services Agency under the ProServices Supply Arrangement (SA) method of supply which specifically covers requirements for below the NAFTA threshold (including taxes, travel and living, amendments, etc.). The work to be performed is detailed under Appendix "A" Statement of Work.

## 3.0 Task Authorization

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

### 3.1 Task Authorization Process

1. The Project Authority will provide the Contractor with a description of the task using the "Task Authorization" form specified in Annex D.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Project Authority, within 5 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

### 3.2 Task Authorization Limit

The Project Authority may authorize individual task authorizations up to a limit of \$0.00. Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority, or designated SPMMD representative before issuance.

### 3.3 Minimum Work Guarantee - All the Work - Task Authorizations

1. In this clause,



"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and  
"Minimum Contract Value" means 10%.

2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

#### 4.0 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

##### 4.1 General Conditions

2010B (2016-04-04), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

##### 4.2 Supplemental General Conditions

4006 (2010-08-16) Contractor to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

#### 5.0 Term of Contract

##### 5.1 Period of the Contract

The period of the Contract is from date of Contract to June 30<sup>th</sup> 2019 inclusive.

#### 6.0 Authorities

##### 6.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Jordan Komery  
Title: Contracts Officer  
Department: Canada Border Services Agency  
Strategic Procurement and Material Management Directorate  
355 North River Road, Ottawa ON, K0A 9L8  
Telephone: 343-291-5715  
E-Mail: [Jordan.Komery@cbsa-asfc.gc.ca](mailto:Jordan.Komery@cbsa-asfc.gc.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

##### 6.2 Project Authority



Department Name and Address

Contact Name: Scott Taymun  
Telephone: 343-291-5825  
E-mail address: [Scott.Taymun@cbsa-asfc.gc.ca](mailto:Scott.Taymun@cbsa-asfc.gc.ca)

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

**1.6.3 Contractor's Representative**

Contact Name:  
Telephone:  
E-mail address:

**7.0 Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

**8.0 Payment**

**8.1 Basis of Payment - Firm Lot Price - Task Authorization**

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid the firm unit prices in accordance with the basis of payment in Annex B, as specified in the authorized TA. Customs duties are excluded and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

**8.2 Authorized Travel and Living Expenses**

Canada will not pay any travel or living expenses associated with performing the Work.

**8.3 Limitation of Expenditure - Cumulative Total of all Task Authorizations**

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of **\$93,712.50**. Customs duties are excluded and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.



4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

## 9.0 Method of Payment

One or more of the following methods of payment will form part of the approved TA:

### 9.1 For a Firm Price TA:

#### A Single Payment

For the Work specified in an approved firm price TA:

Canada will pay the Contractor upon completion and delivery of the Work or upon completion and delivery of milestone deliverables in accordance with the payment provisions of the Contract if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada;
- c) the Work delivered has been accepted by Canada.

#### **B** Monthly Payments

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

## 10.0 Accounts and Audit

1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment



immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

### 11.0 Invoicing Instructions

- a) The Contractor must submit invoices in accordance with the information required in the General Conditions.
- b) The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision, and must show all applicable Task Authorization numbers.
- c) By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- d) The Contractor must send the invoice to [vendors-fournisseurs@cbsa-asfc.gc.ca](mailto:vendors-fournisseurs@cbsa-asfc.gc.ca) for payment. This email address is to be used only for submitting invoices and for payment status inquiries.

#### **Direct Deposit:**

The Government of Canada will soon be phasing out federal government cheques; we strongly encourage Businesses that supply goods and services to the Government of Canada to enrol in direct deposit for account payable.

Please contact [ca-ci@cbsa-asfc.gc.ca](mailto:ca-ci@cbsa-asfc.gc.ca) to obtain additional information, to confirm direct deposit enrolment process and the steps to be followed.

**IMPORTANT NOTE:** If a supplier omits any required information pertaining to payment processing from the invoice, the invoice will be returned at the discretion of the CBSA and will not be paid until valid payment referencing is provided.

### 12.0 No Responsibility to Pay for Work not performed due to Closure of Government Offices

- (a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- (b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

### 13.0 Certifications Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

### 14.0 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.



### 15.0 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010B (2016-04-04) General Conditions - Professional Services (Medium Complexity);
- (c) the supplemental conditions 4006 (2010-08-16) Contractor to Own Intellectual Property Rights in Foreground Information;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment
- (f) Annex C, Security Requirements Check List;
- (g) Supply Arrangement Number E60ZT-120001/195/ZT; and
- (h) the Contractor's bid dated February 21<sup>st</sup>, 2018.

### 17.0 Translation of Documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

### 18.0 Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
  - (a) the name, qualifications and experience of the proposed replacement; and
  - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract

### 19.0 Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after



delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.

4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

## 20.0 Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

## 21.0 Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.

2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to *Department of Justice Act*, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.

3. The Contractor has no obligation regarding claims that were only made because:

(a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or

(b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or

(c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or

(d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.

4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:

(a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or



(b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or

(c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.



## ANNEX "A"

### STATEMENT OF WORK

#### 1. Title

Human Resources Consultant to provide expert advice on Occupational Analysis, Professional Development and develop training curriculum.

#### 2. Objective

The Transformation and Border Infrastructure and Renewal Directorate of the Canada Border Services Agency (CBSA) requires the services of one (1) human resources consultant "Senior" level to build a competency inventory and training modules for the CBSA real property function on an "as and when" basis to conduct an occupational analysis of real property employee competencies at various levels at both Headquarters and the Regions and, develop a competency-based recruitment and training curriculum for the CBSA real property function.

#### 3. Background

The CBSA recently completed an Audit of the Real Property function. Key findings of the audit include the need to clarify roles and responsibilities at Headquarters and the Regions, as well as the need to put in place a sustainable, organizational staffing strategy to build capacity to deliver on the Agency's real property infrastructure program, priorities and projects.

The audit also noted that the CBSA has experienced significant turn-over in real property staff as employees leave for similar positions in other Government departments or the private sector, as some departments have specialized and / or higher paying classifications for infrastructure management employees.

These developments are occurring in an operational environment where the Government has signaled its intent to pursue a multi-year infrastructure program to invest in Canadian Infrastructure, including areas such as trade and transportation corridors and marine ports that impact the Agency's real property function.

This work will bring more rigour and professionalization to the function; in essence, by creating a professional "trade" where the core competencies and professional development expectations of junior, middle, and senior staff are clear to guide recruiting, training, and leadership development strategies.

#### 4. Scope

The Scope of work to be conducted by the Contractor involves the following:

Conduct research, review, analyze, and develop a core competency inventory and associated training models to inform real property recruitment, training and professional development strategies for the real property function across the career path of Agency infrastructure employees;  
Seek out best practices in government (and the private sector), and work closely with the real property leadership team and human resources to align their efforts with work underway to refine roles and responsibilities for real property business units across the CBSA; and  
Develop and provide a competency-based inventory to guide recruitment and staffing, and training modules to ensure new and existing employees are in a position to contribute to the long term sustainability of the organization.

#### 5. Tasks

The Contractor must execute the following tasks:

1. **Research** existing competency-based inventories/data on core competencies for real property available from the private sector and the federal government (including CBSA core competencies and Treasury Board (TB) real property competencies);



2. **Develop** a draft competency inventory for real property for the CBSA, aligned with the career stream work of the CBSA and related generic core competencies, in consultation with a CBSA Human Resources;
3. **Consult, review, and analyze** the draft competency inventory against roles, responsibilities and accountabilities for real property in the Agency to validate and refine core competencies required across levels at HQ and in the Regions.
4. **Develop a training curriculum and beta courses** for the real property function with training modules from orientation to mid-career to senior officer. Six (6) training modules in English are proposed, with an option for another based on the advice under Task 5. The curricula and courses should reflect a phased approach to allow participants to apply what they have learned prior to proceeding further in their development.

*Proposed modules:*

- 1) Orientation / Entry-level officer in Real Property
- 2) Generalist / Mid-level officer: Real Property Client Service Operations
- 3) Generalist / Mid-level officer: Real Property Project Management Delivery
- 4) Senior Level: Real Property Technical Specialist
- 5) Senior Level: Real Property Manager
- 6) Regional Senior Real Property Manager
- 7) To be determined

For the training modules, **define** the criteria for passing and **draft** evaluation reports to review participants once each stage is completed.

The 3 core deliverables are to develop: (1) a competency inventory, (2) training modules, and (3) a report which includes strategies for go forward recruitment, training and professional development.

## 6. Deliverables and Associated Schedule

All deliverables are subject to the review and approval by the Directors General. All deliverables must be provided in English. Written or electronic submissions must be provided utilizing MS Office (MS Word, MS Excel and MS PowerPoint) or compatible equivalent.

Task #	Estimated Timeline	Actions	Deliverables
1	2 weeks after TA Issuance	<ul style="list-style-type: none"> <li>Prepare plan/proposal for approval to complete all deliverables</li> <li>Seek approval for plan</li> </ul>	Forward Plan
2	2 months after TA Issuance	<ul style="list-style-type: none"> <li>Develop draft competency inventory</li> <li>Consultations for approval from relevant DGs</li> <li>Seek approval for final competency inventory</li> </ul>	Real Property Competency Inventory
3	5 months after TA Issuance	<ul style="list-style-type: none"> <li>Develop a draft curriculum and beta training modules in English from orientation to mid-career to senior officer, including Evaluation Reports/Criteria for each module.</li> <li>Consultations for approval from relevant DGs</li> <li>Seek approval for final curriculum and beta training modules</li> </ul>	Training Curriculum Training Modules (6-7) Evaluation Criteria/Matrix for each Training Module
4	2 months after TA Issuance	<ul style="list-style-type: none"> <li>Develop draft report on sustainable recruitment, staffing, training and professional development program</li> <li>Consultations for approval from relevant DGs</li> <li>Seek approval for final report, including cost</li> </ul>	Report on Recommendations for a CBSA Real Property Development



		and strategy for next steps.	Program
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## 7. Constraints

- Final competencies and training modules must be aligned with the Values and Ethics Code of staffing in the Federal Government.
- The consultant will be expected to consult the Treasury Board Secretariat (TBS), the CBSA Human Resources, and other government departments (as required) and apply that work to date to inform the real property competency inventory, occupational analysis and training and professional development strategy.
- CBSA's preference is to work with one contractor, and not a team.
- The work must be performed within the National Capital Region.
- Contractor is not required to deliver the training.
- Training courses to be delivered in a "beta" stage (which could include PowerPoint presentations, Word documents, information about external courses, etc.). The CBSA will be responsible for migrating the work into its My Learning platform.

## 8. Meetings

- Regular reporting with accountable Directors General in Ottawa every 3-4 weeks, and ad hoc meetings when requested by CBSA.

## 9. Client Support

The CBSA will provide the following:

- temporary office, including computer and telephone, as needed;
- translation services;
- travel expenses, but only if required for travel outside of the National Capital Region, the CBSA will make the final determination on necessary travel;
- any background material required; and
- guidance, advice and administrative support, as required.



**ANNEX "B"**  
**BASIS OF PAYMENT**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid as follows:

<b>Deliverables</b>	<b>Firm Price*</b>
Task 1	
Task 2	
Task 3	
Task 4	
<b>Total Price</b>	<b>\$ 93,712.50</b>
<b>HST</b>	<b>\$ 12,182.63</b>
<b>Total</b>	<b>\$105,895.13</b>

\*The rates are firm and all inclusive of overhead, profit, meeting facilities and travel

Canada Border  
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frontaliers du Canada

Contract no. 2019001189

## ANNEX "C"

## SECURITY REQUIREMENTS CHECK LIST

COMMON-PS-SRCL#10

Government  
of CanadaGouvernement  
du Canada

Contract Number / Numéro du contrat

1000339273

Security Classification / Classification de sécurité  
UNCLASSIFIED

## SECURITY REQUIREMENTS CHECK LIST (SRCL)

## LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	CBSA/ASFC	
2. Branch or Directorate / Direction générale ou Directeur CB - Infrastructure renewals		
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail HR CONSULTANT		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		
<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées ou sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		
<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui	
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		
<input type="checkbox"/> No Non	<input checked="" type="checkbox"/> Yes Oui	
6. b) Will the supplier and its employees (e.g., cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		
<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		
<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to / Limité à <input type="checkbox"/>	Restricted to / Limité à <input type="checkbox"/>	Restricted to / Limité à <input type="checkbox"/>
Specify country(ies) / Préciser le(s) pays		
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET <input type="checkbox"/>
TOP SECRET <input type="checkbox"/>		TOP SECRET <input type="checkbox"/>
TRÈS SECRET <input type="checkbox"/>		TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGN) <input type="checkbox"/>		TOP SECRET (SIGN) <input type="checkbox"/>
TRÈS SECRET (SIGN) <input type="checkbox"/>		TRÈS SECRET (SIGN) <input type="checkbox"/>

TAS/SGT 350 (03/2004)2

Security Classification / Classification de sécurité  
UNCLASSIFIED

Canada



Canada Border  
Services Agency

Agence des services  
frontaliers du Canada

Contract no. 2019001189

COMMON-PS-SRCL#10



Government  
of Canada

Gouvernement  
du Canada

Contract Number / Numéro du contrat 1000398273
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**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  
If Yes, indicate the level of sensitivity.  
Dans l'affirmative, indiquer le niveau de sensibilité. ☒ No ☐ Yes  
Non Oui

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens NI CSI/C de nature extrêmement délicate? ☒ No ☐ Yes  
Non Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel  
Document Number / Numéro du document

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITE	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments / Commentaires spéciaux

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May un-screened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? ☒ No ☐ Yes  
Non Oui

If Yes, will un-screened personnel be escorted?  
Dans l'affirmative, la personnel en question sera-t-elle escortée? ☒ No ☐ Yes  
Non Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? ☐ No ☒ Yes  
Non Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? ☒ No ☐ Yes  
Non Oui

**PRODUCTION**

11. c) Will the production (manufacture, repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? ☒ No ☐ Yes  
Non Oui

**INFORMATION TECHNOLOGY (IT) / MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? ☐ No ☒ Yes  
Non Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? ☐ No ☒ Yes  
Non Oui

TBS/SC1 350-103(2004-12)

Security Classification / Classification de sécurité  
UNCLASSIFIED

Canada



Canada Border  
Services Agency

Agence des services  
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Contract no. 2019001189

COMMON-PS-SRCL#10



Government  
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1000339273

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UNCLASSIFIED

**PART C - (continued) / PARTIE C - (suite)**

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category / Catégorie	PROTECTED / PROTÉGÉE			CLASSIFIED / CLASSIFIÉE		NATO				OTHERS			
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO / HIGHEST / NIVEAU LE PLUS ÉLEVÉ	NATO / CONFIDENTIAL / CONFIDENTIEL	NATO / SECRET	OTHERS / TOP SECRET / TRÈS SECRET	PROTECTED / PROTÉGÉE	CONFIDENTIAL / CONFIDENTIEL	SECRET
Information / Assets Management / Information Production		✓											
IT Media Support / IT Support / IT Support / IT Support		✓											
IT Media Support / IT Support / IT Support / IT Support		✓											

12 a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?

La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No / Non

☐ Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée

« Classification de sécurité » au haut et au bas du formulaire.

12 b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?

La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No / Non

☐ Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée

« Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité  
UNCLASSIFIED

Canada



Canada Border  
Services Agency

Agence des services  
frontaliers du Canada

Contract no. 2019001189

COMMON-PS-SRCL#10

Gouvernement  
du Canada

Contract Number / Numéro du contrat 1000338273
Security Classification / Classification de sécurité UNCLASSIFIED

**PART D - AUTHORIZATION / PARTIE D - AUTORISATION**

3.3 Organization Project Authority / Chargé de projet de l'organisme

Name (print) / Nom (en lettres majuscules) Scott Tagman	Title / Titre IDG, BIR	Signature 
Telephone No. / N° de téléphone 343-241-5835	Facsimile No. / N° de télécopieur	Date Dec 22, 2017

3.4 Organization Security Authority / Responsable de la sécurité de l'organisme

Name (print) / Nom (en lettres majuscules) John Lynch	Title / Titre National Contract Security Coordinator	Signature LYNCH JOHN
Telephone No. / N° de téléphone 450-516-2772	Facsimile No. / N° de télécopieur	Date 2017-12-22

Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? ☒ Yes ☐ No

3.5 Procurement Officer / Agent d'approvisionnement

Name (print) / Nom (en lettres majuscules) Contracting Officer	Title / Titre Contracting Officer	Signature 
Telephone No. / N° de téléphone 343-241-5723	Facsimile No. / N° de télécopieur	Date Dec 22, 2017

3.6 Contracting Security Authority / Autorité contractante en matière de sécurité

Name (print) / Nom (en lettres majuscules) Saumur, Jacques O	Title / Titre	Signature 
Telephone No. / N° de téléphone	Facsimile No. / N° de télécopieur	Date

Contract Security Division / Division des contrats sécurité  
Contract Security Program / Programme de sécurité des contrats  
Water Services and Procurement Canada / Services publics et Approvisionnement Canada  
For more information, please go to: [www.pwg.gc.ca](http://www.pwg.gc.ca)  
Telephone / Téléphone 613-946-1232  
Facsimile / Télécopieur 613-946-1212

Form 1000-100-100/4-1-1

Security Classification / Classification de sécurité  
UNCLASSIFIED

Canada

Canada Border  
Services AgencyAgence des services  
frontaliers du Canada

Contract no. 2019001189

## ANNEX "D"

## TASK AUTHORIZATION (TA) FORM

TASK AUTHORIZATION			
<b>Contractor:</b>		<b>Contract Number:</b>	
<b>Task Number:</b>		<b>Date:</b>	
<b>Amendment Number:</b>		<b>Date:</b>	
<b>1. TA Request (For completion by Technical Authority)</b>			
<b>Background/Objective:</b> <p>This section should provide context for the work and a high level outcome. For example: This is the 1<sup>st</sup> phase of the project so the focus is only on certain aspects of the work. This will assist the procurement officer in their review and will distinguish from previous or subsequent TAs.</p>			
<b>Tasks:</b> <p>This section lists the detailed and specific tasks the resource is required to perform to achieve the outcome.</p>			
<b>Deliverables and Associated Schedule:</b> <p>This section lists the detailed deliverables the resource must produce along with the due dates of when they must submit them. The description of the deliverables should make it clear to the supplier and their resource what constitutes an acceptable deliverable so there is no ambiguity in terms of the quality we expect. If we do not provide this, we have little to no recourse for poor performance.</p>			
<b>Format of Deliverables:</b>			
<b>2. PERIOD OF SERVICES</b>	<b>From:</b>	<b>To:</b>	
<b>3. Work Location</b>			
<b>4. Other Conditions /Restrains</b>	[ ] Yes [ ] No Specify:		
<b>5. Travel</b>	[ ] Yes [ ] No Specify:		
<b>6. Basis of Payment</b>	Limitation of Expenditure [ ] Ceiling Price [ ] Firm Price [ ]		
<b>7. METHOD OF PAYMENT:</b>	[ ] Single [ ] Monthly [ ] Milestones		
<b>8. LEVEL OF SECURITY CLEARANCE REQUIRED FOR THE CONTRACTOR'S PERSONNEL</b>			
[ ] Reliability Status [ ] Confidential [ ] Secret [ ] Not Applicable			
<b>TA Proposal</b> <b>[For completion by Contractor]</b>			
<b>10. Estimated Cost Contract</b>			
<b>Category of Proposed Resource</b>	<b>Firm Per Diem Rate</b>	<b>Estimated # of Days</b>	<b>Total cost</b>
<b>Sub-total Professional Fees:</b>			<b>\$</b>



<b>HST:</b>		<b>\$</b>
<b>Total:</b>		<b>\$</b>
<b>TA Approval</b>		
<b>11. Signing Authorities</b>	<b>Signatures of Authorized Representatives</b>	<b>Date</b>
Name & Title of Individual Authorized to Sign on Behalf of Contractor:		
Name & Title of Individual Authorized to Sign Pursuant to sub-section 32(1) of the <i>Financial Administration Act</i> :		
Name & Title of Contracting Authority:		
<b>12. Invoicing</b>		
<p>Payment to be made based on receipt of detailed invoices for services rendered, subject to full acceptance by the Project Authority. Total of payments not to exceed the grand total.</p> <p>The supplier should invoice in ¼, ½, ¾ or whole day increments. For example 1.00, 1.25, 1.50 or 1.75 days.</p> <p><b>Invoices must be sent electronically via email to:</b> <a href="mailto:vendors-fournisseurs@cbsa-asfc.gc.ca">vendors-fournisseurs@cbsa-asfc.gc.ca</a></p>		
<b><u>Financial Coding:</u></b>		
CO Area:		
Cost Centre:		
Fund:		
Functional Area:		